



Request for Proposal (RFP)

TRANSIT OPERATIONS SERVICES

The City of Covina, California (“City”) is requesting proposals from qualified contractors to provide day-to-day transit operations services in support of the City’s Dial-A-Ride Program. The successful contractor (“Contractor”) will be required to provide appropriately trained professional transit-oriented personnel as well as requisite equipment in order to perform transit operations services of the highest quality.

The term of the agreement is for three years, with two, one-year extensions. As the current agreement is scheduled to expire on June 30, 2022, time is of the essence to select and award a contractor. City anticipates City Council authorization to award a contract/agreement on June 21, 2022.

1. Introduction

The City of Covina, incorporated in 1901, covers approximately seven square miles located in the San Gabriel Valley area of Los Angeles County, approximately 22 miles east of Downtown Los Angeles. The City is bordered by the Cities of Azusa and Glendora to the north, West Covina to the west and south, and the City of San Dimas and unincorporated portions of Los Angeles County to the east. The City is seeking professional transit operations services for the purposes of providing an origin-to-destination shared-ride transportation method to Covina residents 60 years of age or older and those under 60 with an Access Services membership (or approved ADA application).

Interested parties may not communicate about this RFP with elected officials or staff representing the City of Covina, or any other individuals retained by the City to support this procurement. All questions and requests for clarification must be submitted electronically to the point of contact identified below by **4:00 PM on Thursday, May 5, 2022**.

Responses to questions submitted prior to the established question deadline will be released on **Thursday, May 5, 2022**.

A non-mandatory pre-proposal conference job walk will be held on **Tuesday, April 26, 2022** at the Covina Public Works Yard (534 N. Barranca Ave, Covina, CA 91723) and will begin at **1:00PM**. Prospective proposers are to assemble in front of the Covina Public Works Yard building.

Proposal submittal deadline is **4:00 PM, Tuesday, May 17, 2022**.

Proposal will be received at the **Office of City Clerk, 125. E. College Street, Covina, CA 91723**.

All proposals must be received by the City Clerk **prior** to the aforementioned deadline. Any proposal received by the City Clerk after the deadline shall not be considered.

CONTACT INFORMATION

Direct questions or clarification requests regarding this proposal to:

Michael Flores Jr, Management Analyst
Department of Public Works
125 E. College Street, Covina, CA 91723
Email: mflores@covinaca.gov

2. General Conditions

A. Limitations

This Request for Proposals (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of proposals in response to this RFP, or to procure or contract for services or supplies. The City may reject any and all proposals or waive any irregularity or informality in any proposal or in this RFP procedure and is the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. The City may withdraw this RFP at any time without prior notice. Further, the City may modify the procurement timetable included herein.

B. Award

The City may ask proposer finalists to make an oral presentation of their respective proposal. Finalists may be required to participate in negotiations and submit such price, technical, or other revisions to their respective proposal as may result from such negotiations. The City may award also a contract for transit operation services without oral presentation or discussion, based upon the initial written proposals. Accordingly, each submittal should include most favorable terms from a technical and price standpoint.

C. Communications Regarding RFP

Proposers may not communicate about this RFP with City elected officials, City staff, or any individuals associated with this procurement except for the designated contact person, specified in the introduction section of this RFP. All questions and requests for clarification must be submitted in writing to the designated contact person and within the time period identified in the introduction section of this RFP.

D. RFP Addendum

Any changes to the requirements set forth in this RFP will be made via written addenda issued by the City and shall be considered part of this RFP. Upon issuance, such addenda shall be incorporated in the contract documents, if awarded, and shall prevail over inconsistent provisions of earlier issued documentation.

E. Verbal Agreement or Conversation

No prior, current, or post-award verbal communications or agreement(s) with any City officer, agent, or employee shall affect or modify any terms or obligations of this RFP, or any contract arising from this RFP.

F. Pre-Contractual Expense

Pre-contractual expenses include any expenses incurred by potential proposers including:

1. Preparing a proposal in response to this RFP.
2. Submitting a proposal to the City.
3. Negotiations with the City on any matter related to a proposal.
4. Other expenses incurred by a proposer prior to the award of any contract arising from this RFP.

In any event, the City shall not be liable for any pre-contractual expenses incurred by any proposer or the selected Contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization participating in this procurement process.

G. Signature

Each proposal shall provide the following information: name, title, address and telephone number of individual with authority to bind the proposer and the name of the proposer's contact person throughout the proposal evaluation period. The proposal shall be signed by an official authorized to bind the proposer to the proposal and contain a statement to the effect that the proposal is a firm offer for at least ninety calendar days (90) from proposal deadline. Award of contract for transit operations services is expected to occur on June 21, 2022.

3. Definitions

- "ADA" refers to the Americans with Disabilities Act of 1990.
- "City" refers to the City of Covina, a California municipal corporation, and the contracting entity for this procurement.
- "Contractor" refers to the successful proposer(s) awarded the contract for providing the transit operations services described in this RFP.
- "Days" refers to business days of the City when used in context with the City's protest procedures and refers to working days of the federal government when used in connection with FTA requirements/procedures.
- "DOT" refers to the United States Department of Transportation.
- The terms "file" or "submit" refer to the date of receipt by the City.

- "FTA" refers to the Federal Transit Administration of the United States Department of Transportation.
- "Interested party" includes all proposers on this procurement. This term may also include a subcontractor or supplier at any tier who shows that he/she has a substantial economic interest in a provision of this RFP or of the interpretation of such a provision.
- "Local" refers to the City, Los Angeles County, and the State of California. When used in conjunction with the phrases "laws" and "regulations," it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It shall not be construed to include the purchasing and/or protest procedures used by any of the aforementioned governmental agencies.
- "Missed Trip" refers to a trip that begins more than ten (10) minutes after its scheduled departure time or a trip scheduled as part of normal revenue service that fails to operate.
- "Non-Revenue Vehicle" refers to any vehicle not used in revenue service. The City will not provide any non-revenue vehicles for use in support of an awarded contract for transit operations services.
- "Overload" refers to any situation wherein passengers wishing to board a transit vehicle are turned away or optionally decline to board due to excessive crowding.
- The term "proposer" means any person or entity who submits a proposal to the City for a transit operations services contract or subcontract.
- "Revenue Service" refers to scheduled public transit operations service transporting fare-paying customers. Revenue Service for a fixed-route service begins upon arrival at the first pick-up point or designated bus stop and ends upon departure from the last scheduled or designated drop off of the day. Revenue service for the Dial-A-Ride Program begins with the first passenger pick-up and ends when there are no longer any fare-paying passengers onboard. Revenue service does not include driver/contractor lunches or layovers of more than fifteen (15) minutes.
- "Revenue Vehicles" refers to publicly-owned vehicles used to operate a public transit service.
- "RFP" also includes the term "offer" as used in the context of negotiated procurements.
- "Road calls" refers to unscheduled maintenance performed at a location other than the designated vehicle maintenance facility.
- "Trip" refers to a transit vehicle departing any scheduled time-point in revenue service.
- "Vehicle Service Hours" The hours that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service. Vehicle Service Hours does not include driver/contractor lunches or layovers of more than fifteen (15) minutes.

- “Violation of federal law or regulation” is defined as the infringement of any valid requirement imposed by federal statute or regulation, which governs the letting of contracts pursuant to a grant agreement. However, any protests involving a local matter and/or determinations that are clearly within the discretionary powers of the City include, without limitation, determinations of responsiveness and responsibility, the revision of specifications to incorporate the evaluation of life-cycle costing (LCC) factors in connection with any given procurement, and determinations regarding bonding requirements. In other words, the protestor must be able to demonstrate or establish a clear violation of the prohibition against unduly exclusionary and restrictive specifications or a violation of the Buy America requirements.

4. Legal Responsibilities

All proposers shall submit, file, make, and execute proposals in accordance with state and federal laws relating to proposals for transit operations services contracts, whether the same are expressly referred to herein or not.

By submitting a proposal, each proposer certifies it will comply with all federal laws and requirements, including, without limitation, Equal Employment Opportunity, Disadvantaged Business Enterprise, labor protection, and other laws and regulations applicable to contracts utilizing federal funds.

5. Indemnification

A. Indemnities for Third Party Claims.

1. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of the Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.
2. Contractor shall pay all required taxes on amounts paid to Contractor under the Agreement and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by the

Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under the Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A.2).

3. Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section, from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of the Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless, and defend the Indemnitees from and against any and all liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of the Agreement, including the Indemnitees' active or passive negligence, except for liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting.

Contractor's indemnifications and obligations under this Section, or any other provision of the Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting.

City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to the Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to the liability, tax, assessment, penalty, or interest asserted against City.

D. Survival of Terms.

Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of the Agreement.

6. Insurance

A. **Minimum Scope and Limits of Insurance.** Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

- 1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Contractor is a limited

liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing services under this Agreement, workers' compensation policy is not required, but Contractor shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

7. Rejection of Proposals

Failure to meet the requirements of this RFP may be cause for rejection of a proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City may reject any and all proposals without cause.

Each proposal shall provide a straightforward, concise delineation of the information requested in this RFP. The City may reject proposals that contain false or misleading statements, or which contain information that does not support an attribute or condition claimed by the proposer. The City may reject a proposal if, in the City's sole determination, information included in a proposal was intended to mislead the City in its evaluation of the proposal.

8. Evaluation/Award of Contract

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive papers or binders, and expensive visuals are not necessary, and will not affect the evaluation process.

A Technical Review Committee, selected by the City will evaluate submitted proposals. In connection with its evaluation, the City may, in its sole discretion, invite one or more proposers to make an oral presentation to the Technical Review Committee. During such an interview, the proposer will be allowed to present such evidence as may be appropriate in order that the Committee can effectively evaluate all

materials and documentation submitted as part of the proposal.

The City may select the Contractor based on any or all factors of value, whether quantitatively identifiable or not, including, without limitation, the anticipated initiative and ability of the proposer to perform the services set forth in this RFP.

The City may reject any or all proposals, waive any requirements, both the City's and those proposed by the proposer; waive any irregularities or informalities in any proposal or this RFP process when it is in the City's best interest to do so; negotiate for the modification of any proposal with mutual consent of the proposer; re-advertise for proposals; sit and act as sole judge of the merit and qualifications of the proposer's offering; and evaluate, in its absolute discretion, each proposal so as to select the proposal that best serves the City's requirements, thus ensuring that the City's best interests will be served. **A proposer's past performance, and the assurance that it will provide the requested service as stipulated, will be taken into consideration as part of the proposal evaluation process.**

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City may reject any proposal if (1) the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the awarded contract and to deliver the services contemplated in this RFP or (2) the proposal is submitted by a proposer that has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposal, or at any point in the proposal evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event the misrepresentation or falsification is not discovered until after a contract is awarded, the awarded contract may be terminated at that time. A determination as to whether a misrepresentation or falsification of the proposal submission is material shall be made in the City's sole discretion. The City may reject the proposal of any entity that is in default regarding the payment of taxes, licenses, or other moneys due to the City.

The City may conduct a background inquiry of each proposer, which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and shall make available to the City such records as the City deems necessary to conduct the inquiry.

Each proposer agrees and so stipulates in submitting a proposal, as though stated therein, and in any subsequent award of a contract that:

- A. The Contractor is an independent contractor, not an employee, agent, or officer of the City.
- B. If awarded, the contract shall be interpreted, construed, and given effect in all respects in accordance with the laws of the State of California.
- C. The Contractor shall not assign the contract, or any part thereof, if awarded, or any monies due, or to become due there under without the City's prior written consent.
- D. Proposer and the Contractor shall indemnify and hold harmless the City, its officers,

officials, employees, and agents from and against all claims, damages or willful misconduct, losses, and expenses caused in whole or in part by any negligent act or omission of proposer, the Contractor, or their respective employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active and sole negligence, or willful misconduct of the City, its officers, agents, and employees.

- E. Each proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by proposer to any City officer, elected official, or employee with the intent to secure the awarded contract or secure favorable treatment with respect to any determination concerning the performance of the contract, if awarded. The City may terminate the awarded contract, either in whole or in part, if the Contractor breaches or violates this warranty. The City's rights and remedies provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the awarded contract.
- F. The Contractor shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished, or used in connection with the awarded contract.

9. Proposal Pricing Guidelines

Each proposer shall provide proposed fees and cost information segregated by contract year as part of this RFP using the Cost Proposal Form, attached to this RFP as Attachment 12. Fee schedules submitted in response to this RFP shall be no higher than the proposer's standard commercial rates for the same services. The Technical Review Committee will evaluate proposals based upon the entire term of the contract. Fee information may be used as a basis of negotiation with the highest ranked proposer.

10. Right to Require Performance

The City's failure, at any time, to require performance by the Contractor of any provisions hereof shall in no way affect the City's right thereafter to enforce same. Nor shall the City's waiver of any breach of any provision of this RFP be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any other provision.

11. Ethics in Public Contacting

Each proposer, by submitting a proposal, certifies it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. By submitting a proposal, the proposer certifies that: (1) its proposal was made without fraud; it has not offered or received any kickbacks or inducements from any other proposer in connection with the offer; and it has not conferred on any public employee or official having responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

Prior to the award of any contract, the Contractor may be required to certify in writing to the City Clerk that no relationship exists between the proposer and any City employee, officer, official, or agent that interferes with fair competition or is a conflict of interest.

The City may reject multiple proposals from one individual, firm, partnership, corporation, or association submitted under the same or different names. Reasonable grounds for believing that a proposer has an interest in more than one proposal for the services solicited may result in rejection of all proposals in which the offeror is believed to have an interest.

12. Equal Employment Opportunity

During the performance of the awarded contract, Contractor shall:

- A. Comply with all applicable requirements of the California Fair Employment Practice Commission and federal, state, and City laws and ordinances related to employment practices.
- B. Not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a *bona fide* occupational qualification reasonably necessary for the Contractor's normal operations. The Contractor shall post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- C. In all solicitations or advertisements for employees, placed by, or on behalf of the Contractor, state that the Contractor is an Equal Opportunity Employer.

13. Tentative RFP Timeline

A non-mandatory pre-proposal conference will be held at the City of Covina Public Works Yard, located at 534 N. Barranca Ave, Covina, CA 91723 on **Tuesday, April 26, 2022 at 1:00PM.**

| RFP Timeline - Transit Operations Services | |
|---|-------------------------|
| Milestone | Date |
| RFP Issued | Thursday, April 7, 2022 |
| Non-Mandatory Pre-Proposal Conference | Tuesday, April 26, 2022 |
| Deadline for Clarification/Inquiries | Thursday, May 5, 2022 |
| Deadline for Proposal Submittal/Bid Opening | Tuesday, May 17, 2022 |
| Interview (if required) | Tuesday, May 24, 2022 |
| Certificate of Insurance Submittal | Thursday, June 9, 2022 |
| Award of Contract | Tuesday, June 21, 2022 |
| Notice to Proceed | Tuesday, June 28, 2022 |

SECTION 1 – PROJECT OVERVIEW

SECTION 1.1 – Summary

The City's Dial-A-Ride Program (Covina Dial-A-Ride) is open to City residents who are either seniors

(ages 60 and older) or persons who are unable to independently use the area's public transit programs due to physical or cognitive limitations.

Covina Dial-A-Ride operates on a curb-to-curb, shared-ride basis. Approximately 950 unlinked trips are provided each month on average (2021 actual program activity).

The requested transit operations services shall consist of trip availability to customers from 7:00 a.m. to 5:30 p.m. Monday through Friday. No less than two vehicles shall be in service during all weekday hours (8:00 a.m. to 5:30 p.m.) and up to four (4) vehicles may be required during peak periods (8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 3:00 p.m.).

Weekend service shall be provided by one vehicle from 7:00 a.m. to 3:00 p.m., Saturday and Sunday.

SECTION 1.1.1 – Term of Contract

The Contractor shall complete all project transition/startup activities during June 2022; commence operations of the contracted transit operations service(s) on July 1, 2022, and maintain the stipulated services for a three-year period ending June 30, 2022. If mutually agreeable by both parties, the awarded contract may be extended for up to two additional years, pending City Council approval.

The operations budget for any extension year shall be increased over that of the preceding year by the inflation rate, as measured by either (i) the Consumer Price Index for all urban consumers in the Los Angeles Urbanized Area (UZA) or (ii) one and seven-tenths (1.7) percent, whichever is less.

SECTION 1.1.2 – Funding Availability

The awarded contract is subject to a financial assistance contract between the City, the Los Angeles County Metropolitan Transportation Authority, the State of California, and the FTA. The Contractor shall comply with all applicable local, state, and federal regulations in the performance of transit operations services. In the event funding for the awarded contract ceases, the City may terminate the awarded contract with no further obligations to the Contractor. In the event the specified service levels must be reduced, the City may reduce services in accordance with Section 2.2.

SECTION 1.2 – General Instructions

SECTION 1.2.1 – Competitive Selection

This procurement shall comply with all applicable City procurement policies and procedures. Selection of the Contractor is subject to affirmation by the City Council.

Evaluation factors outlined in Paragraph 1.2.2 below shall be applied to all eligible responsible and responsive proposers in comparing proposals and selecting the Contractor.

The Contractor may be selected solely based upon the content of its proposal. Therefore, proposals should be submitted in the most-favorable terms.

SECTION 1.2.2 – Selection and Evaluation Factors

Each proposal will be evaluated and ranked by the Review Committee. The Review Committee will consider the following evaluation factors and corresponding weight given to each:

| | |
|--|-------|
| Ability to perform and meet the requirements of this RFP | (40%) |
| Qualifications/experience of proposed project personnel | (30%) |
| Proposed staffing plan | (30%) |

The Review Committee, at its sole discretion, will conduct interviews with proposer(s) the Review Committee deems, in its sole discretion, to be the most qualified. License statues and client references will also be verified.

*Pursuant to Chapter 4.6, Sections 1070-1074, Part 3, Division 2 of the California Labor Code, a proposer other than the incumbent may earn an additional ten percent (10%) evaluation scoring by affording a priority in hiring to the existing employees of the incumbent contractor. (Chapter 4.6, Sections 1070-1074, requires successor contractors to offer employment to certain employees of the prior transit contractor for performance of essentially the same duties for a period of at least ninety (90) calendar days. There is no requirement that the same wage or benefit levels offered by the incumbent contractor be duplicated by the successor contractor under the Labor Code.)

SECTION 1.2.3 – Proposal Acceptance Period

All proposals must include a statement that proposals are valid for a minimum period of ninety (90) calendar days subsequent to the submission deadline.

SECTION 1.2.4 – Contract Incorporation

Each proposer acknowledges that the contents of its proposal and the Standard Contract, attached to this RFP as Attachment 2, shall become a part of the awarded contract. The terms and conditions defined in this RFP are to be used as a basis for the awarded contract. Any requested modifications to the Standard Contract shall require the City’s prior approval. Failure of a proposer to accept this obligation, or the proposer’s submission of exceptions to the Standard Contract, may result in the City’s rejection of its proposal or cancellation of the contract award. The City may recover from the Contractor any damages accruing to the City as a result of the Contractor’s failure or refusal to execute the awarded contract.

SECTION 1.2.5 – Negotiations

The City may negotiate all elements that comprise a proposal to ensure the best possible value to the City.

SECTION 1.2.6 – Disadvantaged Business Enterprise (DBE)

The City has not established a formal goal for the utilization of DBEs. Proposers are encouraged to partner, wherever possible, with firms owned, operated, and controlled by socially and/or economically-disadvantaged individuals. A directory of firms certified as DBEs (including both women and minority-owned firms) within the state of California can be found online at <https://california.ucp.dbesystem.com>.

SECTION 1.2.7 – Debarment, Suspension, and other Responsibilities

In order to comply with the FTA policy and certification process established by 49 CFR Part 29, as a means to ensure debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project, proposer shall complete and submit along with its proposal, the certification form, attached as Attachments 3 and 4, for itself and any and all proposed subcontractors.

SECTION 1.2.8 – Restrictions on Lobbying

In accordance with 31 USC Section 1352, each proposer certifies that no federally appropriated funds have been or will be paid by or on behalf of proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, proposer shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” attached as Attachment 5 to this RFP, in accordance with its instructions.

The Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers and require that all subcontractors certify and disclose accordingly.

The Contractor shall include the language of this certification in any subcontract exceeding \$100,000.00 at any tier and require that any such subcontractor shall certify and disclose accordingly.

SECTION 1.2.9 – Buy America

Each proposer shall complete the Buy America Certificate attached as Attachment 6 to this RFP to comply with Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.

SECTION 1.2.10 – Audit

The City may conduct a pre-award audit of the Contractor’s proposed fees, rates, and costs to confirm that the fees, rates, and costs are fair and reasonable.

SECTION 1.3 – Proposal Format

Each proposer shall provide enough detail for the Review Committee to score its proposal. Each submittal must address each of the items included within Section 1.3.1 (Ability to Perform and Meet Requirements of this RFP) and Section 1.3.2 (Experience and Qualifications of the Firm and Personnel). All requested information must be supplied. Failure to submit a complete proposal may be grounds for a determination of non-responsiveness and rejection of the proposal.

Each submittal shall include:

- A. Cover Letter: Each proposal shall include a cover letter that identifies the firm, its address and phone number, and its contact person. The cover letter must include acknowledgement of all RFP addenda and provide a statement that the proposal is valid for a minimum period of ninety (90) calendar days subsequent to the proposal submission date.

The cover letter must include the original signature of an individual with the authority to contractually bind the proposer and who may be contacted during the proposal evaluation period.

- B. Table of Contents: A listing of major sections in the proposal and associated page numbers.
- C. Introduction. In this section, the proposer should demonstrate an adequate understanding of the project, the City's expectations regarding same, and proposer's relevant experience with respect to the desired service.
- D. Technical Approach (Section 1.3.1).
- E. Project Management (Section 1.3.1).
- F. Contractor Staff/Subcontractor Staff (Section 1.3.2).
- G. Qualifications and References (Section 1.3.2).
- H. Cost Proposal (Section 1.3.3).
- I. Provide proof of required insurance either in the form of a Certificate of Insurance or in the form of a commitment letter from an insurance carrier or licensed insurance agent.
- J. Complete and submit, along with proposal, the appropriate certification forms.
- K. Execute and submit acknowledgment of any addendums issued pursuant to this RFP.

SECTION 1.3.1 – Ability to Perform and Meet Requirements of this RFP

This section of the proposal should clearly identify the services for which the proposer is submitting a proposal.

The proposer shall provide sufficient information to enable the Review Committee to evaluate the proposer's ability to perform and meet the requirements of this RFP.

Such information shall include, without limitation, the following:

- A. Describe your firm's approach, capacity, and management philosophy for operation of the services requested by the City.
- B. Describe your firm's hiring/screening procedures for the selection of qualified Dial-A-Ride drivers. Describe classroom and behind-the-wheel training and support personnel training programs. Describe your firm's recurring safety assurance program.

- C. Describe a customer service training/sensitivity program to be implemented by your firm to facilitate communications between drivers and transit customers
- D. Describe your proposed supervisory and dispatch approach. Provide samples of forms to be utilized in this effort. Provide examples of how information based on events in the field (operations and/or maintenance) is communicated, acted upon, and finalized in performance reports. Discuss your firm's internal processes for ensuring the validity of data collected.
- E. Describe your firm's methodology for assessing on-time performance. Discuss your firm's approach to ensuring the validity of data collected.
- F. The City intends for the Contractor to be responsible for all fare collection and reconciliation activities, safeguarding and depositing all fare revenues into a dedicated account as directed by the City, and for all fare/revenue reporting. Discuss your firm's methodology for ensuring the validity of data collected.
- G. Describe your methodology for data collection, record-keeping, and reporting so as to comply with National Transit Database (NTD) reporting requirements. Provide a sample of the monthly reports that would be utilized/submitted. Discuss your firm's methodology for ensuring the validity of data collected.
- H. Describe your firm's vehicle cleaning procedures. Include frequency, equipment, and staffing details. Include a description for interior and exterior cleaning. Provide a sample schedule and checklist.
- I. Describe how project operations will be monitored and at what frequency.
- J. Include a detailed implementation plan. This plan shall address the activities and procedures that will be followed to ensure the smooth transition and start-up of the service. The plan should also document recruitment and training schedules, start-up plan, acquisition of necessary equipment, permits, licenses, and any other activities required.
- K. Describe your firm's safety and security program for passenger and driver safety during transit operations services.

SECTION 1.3.2 – Experience and Qualifications of the Firm and Personnel

- A. Describe your firm's corporate organizational structure and what resources will be available to support the services requested by the City. Be specific regarding level of effort, staffing, location, etc.
- B. Identify by name all project management/supervisory personnel proposed for assignment to this project. Each proposer must include complete employment history and resume materials for the project manager being proposed. The project manager is critical to the success of the operation of the Covina Dial-A-Ride Program and the Committee may significantly scrutinize proposers' designated project manager. Discuss your firm's strategy for ensuring the named Personnel remain assigned to the awarded contract. For

each individual named, provide the following:

- Resume;
- Qualifications;
- Employment History;
- Academic and professional training, including accreditation(s); and
- Any other information the proposer deems relevant.

- C. Identify by title, scope of duties, and proposed wage levels for any personnel proposed for assignment to the awarded contract. Provide an organizational chart showing chain of command, scope of duties, and percent of time to be assigned to the awarded contract.

Describe in detail your firm's experience in providing publicly funded transit service, including the mode(s) for which you are submitting a proposal. Present up to five (5) examples of transit projects similar in scope. For each, provide the following:

Client name and location;
Name of contact person, title, and phone number;
Term of contract;
Type of service (i.e., Dial-A-Ride or fixed-route);
Number of vehicles;
Number of annual Vehicle Service Hours (VSH);
Contract amount; and
Length of association. (If no longer a client, discuss why.)

- D. Discuss in detail any restrictions, exceptions, or accommodations that may impact your firm's successful performance of public transit operations services for the City.

SECTION 1.3.3 – Reasonableness of the Price Proposal

Proposer shall use the form in Attachment 12 to submit a firm fixed-unit PRICE PER VEHICLE SERVICE HOURS for the operation of transit operations services. Proposer's firm fixed rate per revenue hour shall be "ALL INCLUSIVE" and reflective of the scope of desired services.

Each proposer shall formulate and base its prices as per the information (projected hours) in Section 2.1 (Description of Service).

SECTION 2 – SCOPE OF SERVICES

2.1 – City Transit – Description of Service

The City operates the Covina Dial-A-Ride Program. This service is open to City residents that are seniors (ages 60 years and older) or are persons unable to utilize general public transit services due to physical or cognitive limitations.

The Covina Dial-A-Ride Program is a curb-to-curb and shared-ride service. The requested transit operations services shall consist of trip availability to customers from 7:00 a.m. to 5:30 p.m. Monday

through Friday. No less than two vehicles shall be in service during all weekday hours (8:00 a.m. to 4:00 p.m.) and up to four vehicles may be required during peak periods (8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 3:00 p.m.).

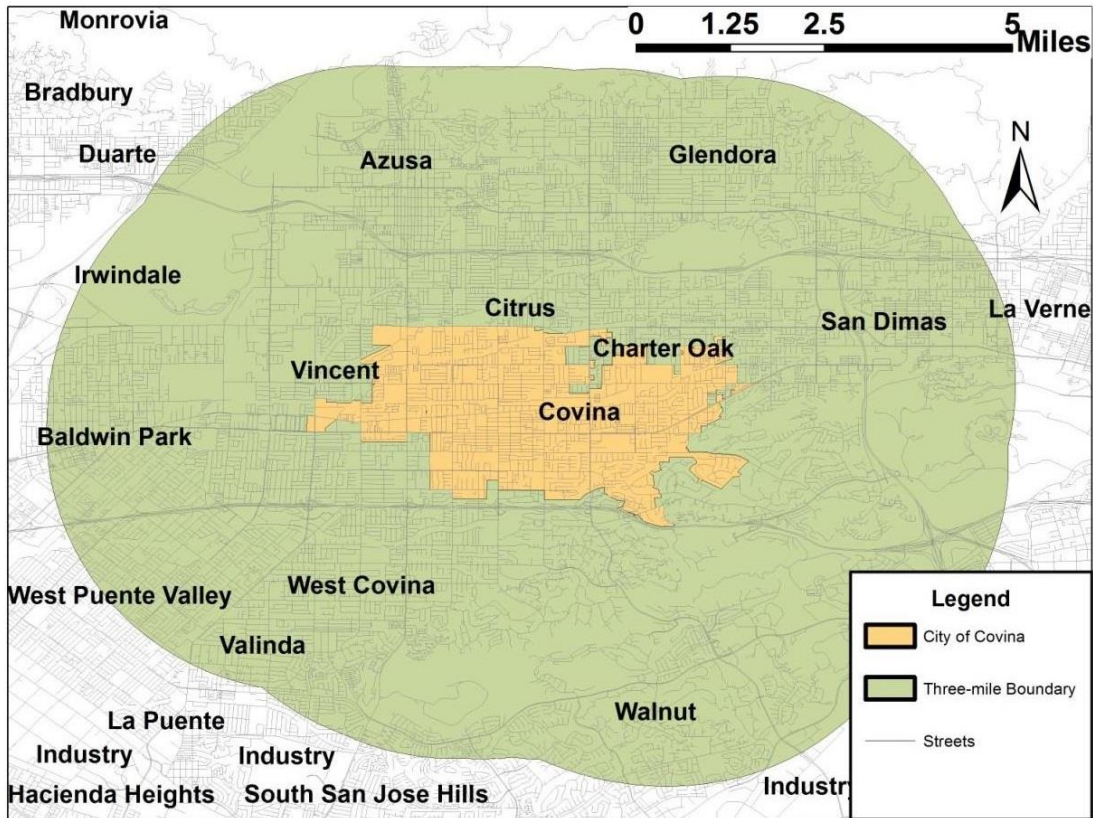
Weekend service shall be provided by one vehicle from 7:00 a.m. to 3:00 p.m., Saturday and Sunday.

The Covina Dial-A-Ride Program also provides special services in support of City and community events (community event participation, parades, etc.). The Contractor shall provide qualified staff (including drivers and other staff as required) to support/provide these special services. Special services shall be billed separately per an agreed-upon rate. See Section 2.2.1 for additional detail.

Current fares are as follows:

- The single-ride cash fare is twenty-five cents (\$0.25) for all rides within the designated City service area detailed below.
- Free (\$0.00) to Covina City Hall, the Covina Library, and the Covina Senior and Community Center.
- Two dollars (\$2.00) for all rides to medical appointments up to three (3) miles outside of the City's jurisdictional limits including: Department of Motor Vehicles – West Covina, the West Covina Senior Center, or to the Azusa Valleydale Park Senior Center;
- Four dollars (\$4.00) for all rides to the Kaiser Permanente Baldwin Park, Kaiser Permanente Irwindale Medical Offices, or City of Hope in Duarte.

The Covina Dial-A-Ride Program area boundaries are approximately Arrow Highway on the north; Vincent Avenue, Lark Ellen Avenue, and Azusa Avenue on the west; Valley Center Street, Badillo Street, and the City's jurisdictional limits on the east; and Interstate 10, Puente Street, and Badillo Street on the south. See the map below for the Program area boundaries.



Dial-A-Ride Program services are not provided on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year’s Eve.

Dial-A-Ride Program services shall be limited to “next day” service, with “same day” service possible based on availability. Standing orders shall be accepted based on documented needs, such as recurring dialysis appointments. Same-day return trips and same-day emergency requests from Azusa Valleydale Park Senior Center Staff or Department of Public Works Transportation Section Staff shall receive priority over regular requests for same-day service.

The projected annual vehicle service hours for Dial-A-Ride Program transit operations services for FY 2023 is 7,800.

The Contractor shall obtain and maintain all required licenses and permits to operate in the City as required under the awarded contract and local laws.

The Contractor shall provide drivers, dispatchers, communication tools, trainers, fuel (with City reimbursement for fuel minus federal excise tax credit), vehicle maintenance, insurance and day-to-day oversight for the City’s Dial-A-Ride Program.

2.2 – Adjustment to Service

The City may adjust the parameters of service delivery at any time without incurring any adjustment to

the Cost/Vehicle Service Hours (VSH) fee paid to the Contractor. Modifications to services may include modification of service hours and/or days and expanding or decreasing annual Vehicle Service Hours.

In the event actual annual Vehicle Service Hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the forecast VSH, the City may negotiate a revised Cost/VSH with the Contractor

2.2.1 – Special Event Services

The Contractor upon City's request shall provide special event transit operations services ("special event services"). The number and/or frequency of special event services may vary from year to year. Special event services shall be billed at no more than the established Cost/VSH. The Contractor shall provide the City with special event insurance that is acceptable to the City.

2.3 – Drivers

2.3.1 – Driver Requirements

The Contractor shall perform and submit certifications of background checks on all existing drivers providing transit operations services under the City's Dial-A-Ride Program by July 1 annually and within 30 days of hiring new employees. Initial background checks by the Contractor shall include Live Scan (fingerprinting) to check the conviction history of all drivers providing transit operations services under the City's Dial-A-Ride Program. No driver shall operate in revenue service if the driver has: (1) been convicted of more than two (2) moving violations in the past five (5) years; (2) been convicted of a DWI/DUI within the last seven (7) years; (3) a felony conviction history; or (4) been convicted for crimes of moral turpitude. The Contractor shall provide documentation to the City that is satisfactory to the City for each driver that confirms the driver is qualified to provide transit operation services pursuant to this Section 2.3.1. Further, the Contractor shall conduct an ongoing drug and alcohol testing program that meets the requirements of all applicable federal statutes, as specified in Attachment 9 of this RFP. All drivers shall also satisfy the following standards and be qualified to perform public transportation services:

- A. All drivers shall be Contractor's employees (full- or part-time). The Contractor shall not subcontract with individuals to execute trip assignments.
- B. All drivers shall be in continuous possession of a valid driver license issued by the State of California, a California DMV Transit Certificate, passenger endorsement, air brake endorsement, and a Class A or B license.
- C. All drivers shall demonstrate a command of the English language, both oral and written.
- D. All drivers shall demonstrate sensitivity to customer needs.
- E. All drivers shall demonstrate an ability to resolve customer complaints and problems as needed.

All drivers shall comply with all applicable federal drug and alcohol testing regulations, as specified in Attachment 9 to this RFP

2.3.2 – Training

The Contractor shall train or cause the training, of all of Contractor's employees, including drivers, and pay all training costs and fees.

The Contractor shall submit an orientation and training plan to the City. The plan shall detail how the Contractor will train drivers with recent Dial-A-Ride program driving experience in the specifics of the City's Dial-A-Ride Program to ensure that new experienced drivers are trained at an equivalent level as the new trainee program required below.

The Contractor shall require, provide, and pay all costs and fees for the following minimum training for all drivers hired by the Contractor without prior Dial-A-Ride program driving experience:

A minimum of eighty (80) hours of training per driver, of which at least thirty-two (32) hours shall be behind the wheel of a vehicle, including at least eight (8) hours of system and route training and orientation. A driver must complete this training before he or she may enter unsupervised revenue service.

Within this required training period, the Contractor shall instruct drivers in at least: eight (8) hours of disability awareness sensitivity training, which shall include ADA regulations and procedures; four (4) hours of sexual harassment training; eight (8) hours of passenger control/difficult passenger training; and eight (8) hours of defensive driving training. The City may review all training materials and monitor training sessions.

The Contractor shall ensure each calendar year that all operating personnel associated with the awarded contract receive a minimum of sixteen (16) hours of special Department of Motor Vehicles training and eight (8) hours of recurrent "transit certificate" training.

The Contractor shall solely bear all costs of driver wages during all training activities.

The Contractor shall ensure that all drivers and dispatch staff are aware of proper customer communication practices required for courteous customer assistance and service. The Contractor's customer service training shall include a focus on positive customer relations.

The Contractor shall ensure that all drivers complete training prior to their operation of a vehicle in revenue service.

The Contractor shall provide and pay all costs and fees for recurrent training and re-training of new hire drivers. The Contractor shall provide a copy of an Operator Development Program to the City that addresses all driver-related training needs.

The Contractor shall maintain written documentation of all training, including new hires, recurrent, and retraining, and furnish such documentation to the City upon request.

The Contractor's training programs shall be subject to prior City approval.

2.3.3 – Uniform Specifications and Appearance Standards

A. Uniform Specifications

The Contractor shall develop a dress code subject to the City's approval. The dress code shall include, at a minimum, both shirt/blouse and slacks (standardized dress shorts permitted with the City's prior approval). The drivers shall wear name tags clearly displaying their names at all times while performing their duties. The uniforms shall clearly display (separately) both the Contractor's name and "Covina Transit". Each driver shall have an accurate timepiece available and in clear sight at all times during vehicle operations.

The dress code shall include shoes that are solid, plain-toe military style oxfords. Low-cut and high-top tennis shoes, suede shoes, sandals, cleats and open-toe shoes are not permitted.

The Contractor shall consider the passengers' and drivers' safety when developing a dress code.

B. Appearance Standards

At all times while on duty, drivers shall be in complete uniform (clean, pressed and shoes shined), well-groomed, clean and neat in appearance, with no visible tattoos and body piercings.

2.3.4 – Removal

The City may require the Contractor to immediately, pending investigation, remove any driver from service for any one of, but not limited to, the following:

- Committing unsafe or inappropriate acts while providing service.
- Revocation, suspension, or non-renewal of a valid California Driver's License.
- Conviction of any felony criminal offense.
- Perceived unacceptable customer service as reported by customers, other drivers, or directly observed by City staff.
- Non-compliance with City-specified appearance standards.

2.4 – Personnel

The Contractor shall furnish all drivers, porters/bus washers, mechanics, dispatchers, supervisors, administrative personnel, and other personnel necessary for performance of the transit operations services in accordance with the awarded contract.

The City may review the resumes of management personnel assigned to the awarded contract. The Contractor's project manager shall meet with City's staff upon requested, but not less than once per calendar month.

The Contractor shall provide details to the City, upon request, regarding driver, dispatch, training, and safety personnel, road supervisors, support personnel, and project manager wage and benefit packages that the Contractor will offer to each of the listed employment classifications upon commencement of the awarded contract.

2.4.1 – Required Management Personnel

One project manager (no less than 0.50 FTE) and one training/safety manager-road supervisor (0.25 FTE minimum) shall be available to the City during all Covina Dial-A-Ride Program service hours. The project manager does not need to be a dedicated position. The Contractor shall acknowledge that the City is relying on the skills and expertise of the Contractor's designated project manager in the satisfactory performance of the Covina Dial-A-Ride Program services. In the event that Contractor reassigns the designated project manager away from the Covina Dial-A-Ride Program services without the City's prior written approval, during the term of the awarded Agreement for Transit Operations Services (prior to June 30, 2025) the Contractor shall pay to the City as liquidated damages and not as a penalty the amount of \$5,000.00.

The Contractor shall provide qualified supervision prior to driver rollout. The Contractor shall supervise any cleaning or other personnel working outside normal service hours.

2.4.2 – Supervision

Contractor shall provide a qualified supervisor at all times during program operations to provide continuous supervision of the transit operations services. The supervisor shall conduct ride checks (on-board) to ensure driver adherence to procedures (i.e., fare collection, ADA compliance, and customer relations) and investigate accidents. The City also may conduct accident investigations and adherence checks without notice to the Contractor to ensure compliance with the terms of the awarded contract.

2.4.3 – Dispatching/Radio Control

The Contractor at their cost shall furnish and install automatic vehicle locators (AVLs) and appropriate communication equipment (i.e., radios) in all transit vehicles. The Contractor shall provide access to City staff (including by not limited to, the City's Management Analyst Trainee, Senior Management Analyst, and Public Works Manager) allowing them the ability to log onto the AVL system and monitor buses at all times. The Contractor shall provide adequate dispatch and radio monitoring personnel to enable effective driver and vehicle assignments and prompt responses to driver or vehicle problems, which could impact the provision of transit services under the awarded contract. The Contractor shall provide a base station and supporting hardware and ensure the equipment is maintained and functional.

2.4.4 – Safety and Security

The Contractor shall take all-reasonable and necessary precautions to provide security for any equipment provided by the City, as well as, for records of all transit operations services. The Contractor shall ensure the safety and security of passengers during transit operations and for all related equipment and facilities. The Contractor shall conduct safety and organizational meetings with all employees at least once per calendar month.

The Contractor shall report all hazardous conditions (e.g., trees, signs, road conditions, etc.) within the Covina Dial-A-Ride Program service area to the City and take necessary precautions to safeguard passengers, personnel, and equipment.

The Contractor shall not permit drivers to bear weapons of any type, excluding pocket knives with two

inch (2”) or less blades, on the City’s properties or facilities, or onboard vehicles while operating the vehicle under the terms of the awarded contract.

2.4.5 – Injury and Illness Prevention Plan

The Contractor shall maintain and provide a written copy to the City of its Injury and Illness Prevention Program prepared in compliance with Section 3203 of Title 8 of the California Code of Regulations.

2.5 – City-Owned Vehicles

- A. The City shall provide the Contractor with five (5) City-owned wheelchair-accessible transit vehicles, as identified in Attachment 10, for use by the Contractor in the performance of transit operation services. The Contractor may also use the City-owned transit vehicles for driver training. The City may, at any time, add, subtract, or substitute the City-owned vehicles provided to the Contractor.
- B. The Contractor shall pay for all repairs to the City-owned transit vehicles, unless the damages are due to the City’s sole negligence or willful misconduct.

The City will not provide the Contractor with non-revenue vehicles. The Contractor shall be responsible for providing non-revenue vehicles required for performance of the transit operations services pursuant to the awarded contract (e.g., running errands, field review of operations, shuttling of drivers, etc.).

- C. The City and the Contractor shall explore the option of potentially replacing current vehicles which have served their useful life and pursue the replacement of the vehicle with an electric-vehicle (EV) alternative during the life of the contract agreement funded by Proposition A funds.

2.5.1 – Transition of Vehicles to New Contractor

The City and Contractor shall jointly inspect each City-owned transit vehicle and sign original inspection forms upon the Contractor’s acceptance of the Covina Dial-A-Ride Program vehicles.

2.5.2 – Operating Mode

The City shall provide the Contractor with all revenue vehicles used in the Contractor’s performance of transit operations services for the Covina Dial-A-Ride Program. The Contractor shall provide drivers, mechanics, supervisory/management services, and all other goods and services needed to provide the transit operations services.

2.6 – Facilities

The Contractor shall utilize a specified portion of the City of Covina’s Corporate Yard at 534 N. Barranca Avenue, Covina, CA 91723 for the overnight parking and storage of up to five (5) transportation vehicles that are used in the performance of public transportation services with the City for the time of this agreement. In exchange, the Contractor will complete all necessary NTD reporting as stated in Section 2.9.6 – NTD Reporting.

2.6.1 – Vehicle Maintenance

The Contractor shall maintain all vehicles used in the performance of transit operation services. The Contractor shall perform all routine preventive maintenance, heavy repair, and running repairs necessary to keep the City-owned vehicles in a safe, reliable, and well-maintained condition. The Contractor shall perform vehicle maintenance at an appropriate facility provided by the Contractor and approved by the City.

The Contractor shall conduct regular preventive maintenance inspections on vehicles used in the performance of transit operation services every forty-five (45) days or every three thousand (3,000) miles, whichever occurs first.

The Contractor shall change the vehicle's engine oil and filters and fuel filters at every 6,000-mile inspection of vehicles used in the performance of transit operation services, and transmission oil and filters at every 12,000-mile inspection of vehicles used in the performance of transit operation services.

The Contractor shall perform a preventive maintenance wheelchair lift inspection at every 6,000 mile inspection of vehicles used in the performance of transit operation services.

The Contractor shall perform a preventive maintenance air conditioning inspection at every 6,000 mile inspection of vehicles used in the performance of transit operation services.

The City may repair vehicles used in the performance of transit operation services, at the Contractor's expense, if the Contractor fails to maintain the vehicles to the City's or manufacturer's maintenance standards, as defined by the manufacturer's technical manual. The City may, in its sole discretion, conduct annual inspection of the vehicles or inspections at a greater frequency.

2.6.2 – Fuel

The Contractor shall provide all fuel necessary for the operation of the vehicles used in the performance of the City's Dial-A-Ride Program.

The City shall reimburse the Contractor one hundred percent (100%) of its actual documented and approved fuel costs incurred while performing the required transit operations services, less the applicable federal excise tax. The Contractor shall submit a monthly report to the City, with supporting documentation (e.g., receipts, invoices, or similar records), identifying the amount and cost of fuel purchased for the previous month, less the federal excise tax, while performing the required transit operations services. The City shall review and approve each monthly report and supporting documentation. The City shall not reimburse the Contractor for any fuel costs that are not proven in the City's determination by adequate documentation. The Contractor's delay in submitting a monthly report and supporting documentation will result in delayed reimbursement by the City. The Contractor shall not be entitled to any profit or retail markup beyond the actual fuel costs identified in each monthly report.

2.7 – Software/Hardware

The Contractor shall supply all administrative software and computer hardware required for the performance of the required transit operations services including a Transit Application in order to Allow the City and transit customers to order services and track transit vehicles in real time. This software would

be installed, tested, and fully functional prior to start of service. The Contractor will also provide Automatic Vehicle Locators to be installed in the service fleet in order for the City to be able to monitor and access vehicle location in real time. This would allow the City to ensure the requisite quantity of vehicles are being operated and continually in service. This software would be installed, tested, and fully functional prior to start of service.

2.8 – Equipment Condition

The Contractor shall:

- Clean the inside and outside of all vehicles used in the performance of the Covina Dial-A-Ride Program on a daily basis.
- Sweep and mop the floors of all vehicles used in the performance of the City's Dial-A-Ride Program on a daily basis.
- Wipe down the driver area, including, without limitation, the dash controls, dashboard, above the driver area, and along the front dashboard, on a daily basis.
- Maintain operational heating and air conditioning, wheelchair lifts, securement belts, flip seats, radios, fareboxes, and destination signs in all vehicles used in the performance of the Covina Dial-A-Ride Program.
- Maintain all vehicles used in the performance of the Covina Dial-A-Ride Program free from body damage, including no missing and/or unpainted body panels.
- Maintain all vehicles used in the performance of the Covina Dial-A-Ride Program free from graffiti on the exterior and the interior.
- Maintain fully operational safety items in all vehicles used in the performance of the Covina Dial-A-Ride Program (e.g., lights, brakes, horn, tires, wheelchair tie-downs, seat belts, etc.)
- Not cannibalize any vehicle used in the performance of the Covina Dial-A-Ride Program for parts or any other reason without the City's prior written approval.

2.9 – Data

2.9.1 – Daily Statistics

The Contractor shall provide a summary of the following information to the City on a daily basis:

- Driving and industrial accidents and incidents that occurred during the previous service day.
- Wheelchair boardings attempted/successful during the previous service day.
- Number of late/missed trips during the previous service day and the cause.
- Number of overloads experienced during the previous service day.

The Contractor shall submit written accident/incident reports to the City within 24 hours of the accident/incident.

2.9.2 – Weekly Reports

The Contractor shall aggregate daily statistics on a weekly and month-to-date basis and submit a report to the City on a monthly basis. The weekly reports shall include daily indicators, ridership counts segregated

by service, service type, and route, and the number and type of complaints received for the week.

2.9.3 – Monthly Reports

The Contractor shall report the following performance indicators on a monthly basis:

- Miles between road calls;
- Miles between maintenance road calls;
- Number and percentage of missed/late trips;
- Percentage of on-time performance;
- Number of complaints per 1,000 passengers;
- Total accidents per 100,000 miles;
- Collision accidents per 100,000 miles;
- Total preventable accidents per 100,000 miles;
- Passenger injuries per 100,000 miles;
- Wheelchair boardings;
- Drug and alcohol tests;
- Driver/Dispatcher training activities;
- Driver evaluations; and
- Ridership counts by day, driver/vehicle, and fare type.

2.9.4 – Annual Certifications

The Contractor shall provide the following certifications on an annual basis:

- Certification of Drivers Background Checks by July 1st annually as required under Section 2.3.1 of this RFP.

2.9.5 – Customer Complaints

The Contractor shall respond to customer complaints by telephone contact or written correspondence, if a written response is requested by the City. If an investigation is required, the Contractor shall conduct the investigation and contact the affected parties by telephone or written correspondence regarding the investigation results. The Contractor shall respond to customer complaints within one (1) business day of receipt of the complaint. The Contractor shall track, and report to the City, all complaints received within twenty-four (24) hours of receipt of each complaint.

2.9.6 – NTD Reporting

The Contractor shall annually report all public transit service provided under the awarded contract to the FTA in a completed NTD report via the latest version of the NTD Reporting Tool by which City will provide access to the Contractor's designated Project Manager, who will be responsible for submitting and revising the report as needed until acceptable by the FTA. As part of the annual NTD reporting requirement, the Contractor shall conduct on-board data sampling each year, as directed by the FTA/NTD, to statistically compute valid passenger mile data. The Contractor shall use the technique described in

FTA Circular C 2710.2A (dated July 22, 1988). The Contractor shall submit the daily random-sample trip sheets no later than the tenth (10th) calendar day for the previous month's sampled trips to the City. The Contractor shall prepare a quarterly report of the randomly selected trips to be submitted to the City no later than thirty (30) calendar days after the end of each quarter and prepare an annual summary to be submitted to the City no later than thirty (30) calendar days after the end of the fiscal year. The Contractor shall ensure that all reported NTD data meets FTA requirements and definitions. The Contractor shall maintain the most recent NTD data collection procedures. The Contractor's failure to submit monthly, quarterly, and annual reports to the City by the tenth (10th) calendar day or thirty (30) calendar days after the end of the quarter or fiscal year, respectively, shall be cause for termination (default) of the awarded contract. The Contractor shall conduct any mandatory sampling that NTD may require of the City at any time during the term of the awarded contract.

The Contractor shall retain all necessary documents for NTD auditing for a minimum of three (3) years. After three years, the Contractor shall provide all documents related to NTD to the City for retention. The Contractor shall provide all documents necessary for NTD auditing to the City at the expiration or termination of the awarded contract.

2.9.7 – Drug-Free Workplace Policy

The Contractor shall develop and implement procedures that comply with the City's Drug-Free Workplace Policy and applicable FTA requirements set forth in Attachment 9 to this RFP.

2.9.8 – Performance Specifications

The Contractor shall strictly adhere to all performance specifications to provide optimal customer experience. The City may monitor the Contractor in its performance of the required transit operations services to ensure that all performance specifications are adhered to by the Contractor.

The Contractor shall meet or exceed the following performance specifications on a monthly basis:

Operating Performance Standards – The Contractor shall operate vehicles used in the performance of the Covina Dial-A-Ride Program with due regard for the safety, comfort, and convenience of passengers and the general public. The Contractor shall perform transit operations services as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of a declared emergency. The Contractor shall use best efforts to maintain on-time performance. The Contractor shall not be held responsible for the failure to provide on-time service due to weather, unavoidable vehicle malfunctions, or naturally occurring disasters, if sufficient documentation is provided to the City.

Personnel Performance Standards – The Contractor shall at all times make available regularly assigned drivers to perform transit operations services to ensure consistent and reliable service under the awarded contract and the Covina Dial-A-Ride Program.

The Contractor's personnel shall be knowledgeable of transit operations services. The Contractor's personnel shall maintain courteous attitudes when answering to the best of their abilities any questions from the public regarding the Contractor's performance of the required transit operations services. The Contractor shall report customer complaints and/or operational

problems to the City as specified in this RFP.

The Contractor's drivers shall accurately and completely submit the required operating documentation each service day.

2.9.9 – Marketing and Public Communications

The City shall market the Covina Dial-A-Ride Program.

The City shall furnish to the Contractor all schedules, maps, transfers, passes, and other printed materials required for promoting the Covina Dial-A-Ride Program. The Contractor shall distribute onboard notices and cooperate and participate in marketing, promoting, advertising, public communications, and public education activities undertaken by the City related to the Covina Dial-A-Ride Program. The City shall be the exclusive public contact concerning the Covina Dial-A-Ride Program. Under no circumstances shall the Contractor or its employees distribute any unauthorized printed or written materials without the City's prior written consent.

2.10 – Advertising on Vehicle Exterior and Interior

The Contractor shall permit access to vendors contracted by the City to vehicles use in the performance of the required transit operations services to install or remove advertising materials on or from the vehicles.

2.10.1 – Signage

The Contractor shall display service signage required by the City, in plain view, in all vehicles used in the performance of the required transit operations services, while in revenue service.

2.11 – Operating During Emergencies

In the event of an emergency, the Contractor shall deploy vehicles in a manner directed by the City.

ATTACHMENTS

Attachment 1: Federal Requirements

Attachment 2: Standard Contract

Attachment 3: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment 4: Certification of Lower Tier Participants Regarding Disbarment, Suspension, and Other Ineligibility and Voluntary Exclusion

Attachment 5: Certification of Restrictions on Lobbying

Attachment 6: Buy America Certificate

Attachment 7: Protest Procedures

Attachment 8: National Transit Database (NTD) Reporting Requirements

Attachment 9: Federal Drug and Alcohol Testing Regulations Contractor Compliance Guidelines

Attachment 10: Fleet Roster

Attachment 11: Rider's Guide and Service Information

Attachment 12: Operations Contract RFP Cost Proposal Required Format

ATTACHMENT 1

FEDERAL REQUIREMENTS

COMPLIANCE WITH FEDERAL REQUIREMENTS. The Proposer is advised that the requested transit operations services are subject to a financial assistance contract between the City, Los Angeles County Metropolitan Transportation Authority (MTA) and the FTA. The awarded contract, therefore, will be subject to the terms of any agreement between the City and the MTA. The Contractor shall comply with all applicable federal and local regulations.

The Contractor understands federal laws, regulations, policies, and related administrative practices applicable to the awarded contract, on the date of the contract's execution, may be subsequently modified. The prevailing federal requirements will govern the administration of the awarded contract at any particular time, except if there is sufficient evidence in the awarded contract of a contrary intent. Such contrary intent shall be evidenced by a letter signed by the Administrator of the FTA advising of such language that will modify or alter the conditions of a particular provision of the awarded contract. Additionally, new federal laws, regulations, policies, and administrative practices may be established after the date of the awarded contract that may also apply to the awarded contract.

1.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

1.1 Contract Assurance

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the awarded contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements will constitute a material breach of the awarded contract, which may result in the termination of the awarded contract or other remedy as deemed appropriate by the City.

1.2 Prompt Payment

1.2.1 Satisfactory Performance

The Contractor shall pay each subcontractor providing services under the awarded contract for its satisfactory performance no later than ten (10) calendar days following the receipt of each payment the Contractor receives from the City. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following the City's written approval. This clause applies to DBE and non-DBE subcontractors.

1.2.2 Release of Retainage

The City may hold retainage from the Contractor and provide for prompt and regular incremental acceptances of portions of the awarded contract, pay retainage to the Contractor based on the acceptances, and obligate the Contractor to pay all retainage owed to all subcontractors for satisfactory completion of the accepted work within thirty (30) calendar days after receipt of the retained funds.

2.0 STANDARD DOT TITLE VI ASSURANCES

During the performance of the awarded contract, the Contractor for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

2.1 Compliance with Regulations

The Contractor shall comply with regulations related to nondiscrimination in federally-assisted programs of the DOT, Title 49, Code of Federal Regulations, Part 21 (the "Regulations"), as they may be amended from time to time, which are herein incorporated by reference and made a part of this RFP.

2.2 Nondiscrimination

The Contractor, with regard to the work performed by it throughout the term of the awarded contract, shall not discriminate on the grounds of race, color, religion, sex, age, handicap, or national origin. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practice, if the awarded contract covers a program set forth in Attachment B of the Regulations.

2.3 Solicitations for Subcontract, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the awarded contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, age, handicap, or national origin.

2.4 Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FTA to be pertinent and to ascertain compliance with the Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or to the FTA, as appropriate, and shall document its efforts to obtain the information.

2.5 Sanctions for Noncompliance:

In the event of the Contractor's noncompliance with the nondiscrimination provisions of the awarded contract, the City shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, without limitation:

- A. Withholding of payments to the Contractor under the awarded contract until the Contractor complies; and/or

B. Cancellation, termination, or suspension of the awarded contract, in whole or in part.

2.6 Incorporation of Provisions

The Contractor shall include the provisions of Sections 2.1, Compliance with Regulations, through 2.5, Sanctions for Noncompliance, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the City's interests. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.0 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of the awarded contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, without limitation, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

4.0 AUDIT AND INSPECTION OF RECORDS

The Contractor shall permit the City, the Comptroller General of the United States, or any of their duly authorized representatives, for the purposes of audit and examination, to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts with regard to the project.

5.0 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT REQUIREMENTS

The Contractor shall comply with all applicable standards, orders of requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency ("EPA") regulations (40 CFR, Part 15) that prohibit the use under nonexempt federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to the FTA and to the EPA Assistant Administrator for Enforcement.

6.0 ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

6.1 Environmental Protection

The Contractor shall comply with the requirements of the National Environmental Policy Act of 1969, as amended (42 USC Section 4321 *et seq.*); Section 14 of the Federal Transit Act, as amended (49 USC app. – Section 1610); the Council on Environmental Quality regulations (40 CFR Part 1500 *et seq.*); and the joint Federal Highway Administration (FHWA)/FTA regulations – "Environmental Impact and-Related Procedures" (23 CFR Part 771 and 49 CFR Part 622).

6.2 Air Pollution

The Contractor shall comply with the joint FHWA/FTA regulations – "Air Quality Conformity and Priority Procedures for Use in Federal-Aid Highway" – and 49 CFR Part 623. The Contractor warrants and represents that any facilities or equipment acquired, constructed, or improved as a part of the awarded contract are or will be designed and equipped to limit air pollution as provided in accordance with (a) the following EPA regulations: "Control of Air Pollution from New and In-Use Motor Vehicles Engines" (40 CFR Part 85); "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicles Engines.- Certification and Test Procedures" (40 CFR Part 86); and "Fuel Economy of Motor Vehicles" (40 CFR Part 600); (b) applicable federally-approved State Implementation Plan(s) (in particular, the Transportation Control Measures); and (c) applicable federal regulations, directives and other standards.

6.3 Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State Energy Conservation Plans issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 *et seq.*).

6.3.1 Mitigation of Adverse Environmental Effects

Should the activities undertaken in connection with the awarded contract cause adverse environmental effects, the Contractor shall take all reasonable steps to minimize such effects pursuant to 49 USC app. Section 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. The Contractor shall undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreements, and statements required by 49 USC Section 303) and with any conditions imposed by the government as part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in and made part of the awarded contract by this reference.

6.3.2 Recycled Products - Applicability to Contracts

The Contractor shall comply with the Recycled Products requirements set forth in 42 USC 6962, 40 CFR Part 247, and Executive Order 12873. The Recycled Products requirements set forth in 42 USC 6962, 40 CFR Part 247, and Executive Order 12873, apply to all contracts for items designated by the EPA, when the purchaser or contractor procures Ten Thousand (\$10,000.00) or more of one of these items during the fiscal year, or has procured Ten Thousand (\$10,000.00) or

more of such items in the previous fiscal year, using federal funds. New requirements for "recovered materials" became effective May, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases Ten Thousand (\$10,000.00) or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.00.

7.0 COMPLIANCE WITH LAWS AND REGULATIONS

7.1 Compliance and Evidence

The Contractor shall furnish all materials and supplies and/or construction pursuant to the awarded contract in compliance with the laws and regulations of the State of California and the United States of America. The Contractor shall, if requested by the City, supply certification and evidence of such compliance.

8.0 RETENTION OF RECORDS

The Contractor shall retain, and make available to the City, records showing compliance for three (3) years after the expiration or termination of the awarded contract, or until an audit is completed and all questions, claims disputes, negotiations, and other actions arising there from are resolved, whichever occurs last. The City may require additional retention periods as appropriate and stipulated in writing.

9.0 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with, and assure that any subcontractor or third-party contractor under the awarded contract complies with, all applicable requirements of the ADA (42 USC Section 12101 *et seq.* and 49 USC Section 322); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794); Section 16 of the Federal Transit Act, as amended (49 USC app. Section 1612); and the following regulations and any amendments thereto:

- (a) USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)" (49 CFR Part 37);
- (b) USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance" (49 CFR Part 27);
- (c) USDOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles" (49 CFR Part 38);
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services" (28 CFR Part 35);
- (e) USDOT regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities" (28 CFR Part 36);
- (f) Equal Employment Opportunity Commission (EEOC) regulations, "Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act" (29 CFR Part 1630);

- (g) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled" (47 CFR Part 64, Subpart F); and
- (h) FTA regulations, "Transportation for Elderly and Handicapped Persons" (49 CFR Part 609).

10.0 PRIVACY

The foregoing requirements apply if the awarded contract involves the operation of a system of records (as defined in Privacy of 1974) on behalf of the Federal Government.

10.1 The City and the Contractor shall:

- A. Comply with the Privacy Act of 1974 (5 USC Section 552a) and the rules and regulations issued pursuant to the Act when performance under the awarded contract involves the design, development, or operation of a system of records on individuals to be operated by the City, the Contractor or their respective contractors or employees to accomplish a publicly-funded function;
- B. Notify the Federal Government when the Contractor anticipates the operation of a system of records on behalf of the Federal Government in order to accomplish the requirements of the awarded contract, if such system contains information about individuals, which information will be retrieved by the individual's name or other identifier assigned to the individual. The Contractor shall not operate a system of records subject to the Privacy Act of 1974 in the performance of the awarded contract until the necessary approval and publication requirements applicable to the system have been carried out. The City or the Contractor, as appropriate, shall correct, maintain, disseminate, and use such records in accordance with the requirements of the Privacy Act of 1974, and comply with all applicable requirements of the Privacy Act of 1974;
- C. Include the Privacy Act notification contained in this Section 10.1 in every subcontract solicitation and subcontract when the performance of services under the proposed subcontract may involve the design, development, or operation of a system of records on individuals that is to be operated under the awarded contract to accomplish a publicly-funded function; and
- D. Include this clause, including this paragraph, in all subcontracts under which services for the awarded contract are performed, that are awarded pursuant to the awarded contract, or that may involve the design, development, or operation of a system of records on behalf of the Federal Government.

10.2 For purposes of the Privacy Act of 1974, when the awarded contract involves the operation of a system of records on individuals to accomplish a Federal Government function, the City, third-

party contractors, and any of their employees are considered to be employees of the Federal Government with respect to the government function and the requirements of the Privacy Act of 1974 are applicable, except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Privacy Act of 1974 specified in this clause shall subject the awarded contract to termination by the City.

10.3 The terms used in this clause have the following meanings:

- (a) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Federal Government, including the collection, use, and dissemination of records.
- (b) "Record" means any item, collection, or grouping of information about an individual that is maintained by either the City or the Contractor on behalf of the Federal Government, including, without limitation, his or her education, financial transactions, medical history, and criminal or employment history and that contains his or her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, or a photograph.
- (c) "System of records" means a group of any records under the control of the City or the Contractor on behalf of the Federal Government from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

11.0 LABOR PROVISIONS - NONCONSTRUCTION CONTRACTS

11.1 Overtime Requirements

No contractor or subcontractor contracting for any part of the awarded contract that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, as applicable under the California Labor Code.

11.2 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in Section 11.1, Overtime Requirements (CA Labor Code §510), the Contractor and any subcontractor responsible, therefore, shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in Section 11.1, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40)

hours without payment of the overtime wages required by the provision set forth in Section 11.1.

11.3 Withholding for Unpaid Wages and Liquidated Damages

The DOT or the City shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of services performed by the Contractor or a subcontractor under the awarded contract or any other federal contract with the Contractor, or with other federally-assisted contracts subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or the subcontractor for unpaid wages and liquidated damages as provided in the provision set forth in Section 11.2, Violation; Liability for Unpaid Wages; Liquidated Damages (29 CFR 5.5(b)(2)).

11.4 Non-Construction Contracts

The Contractor or any subcontractor shall maintain payrolls and basic payroll records during the performance of the services and shall preserve them for a period of three (3) years from the expiration or termination of the awarded contract for all laborers and mechanics, including guards and watchmen, performing services under the awarded contract.

The records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this section shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

11.5 Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in Sections 11.1, Overtime Requirements, through 11.4 Non-Construction Contracts, above.

12.0 RESTRICTIONS ON LOBBYING (For contracts in excess of \$100,000.00)

- (a) In accordance with 31 USC Section 1352, the Contractor hereby certifies that no federally appropriated funds have been or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of federal contract, grant, loan or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying" (Attachment 5), in accordance with its instructions.

- (b) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.
- (c) The Contractor shall require that the language of this certification be included in any subcontract exceeding One Hundred Thousand Dollars (\$100,000.00) at any tier and that any such subcontractor shall certify and disclose accordingly.

13.0 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 USC Section 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share or part of the awarded contract or to any benefit arising there from.

14.0 CONFLICTING INTERESTS

If any employee of the City, or any person related within the third degree of consanguinity or second degree of affinity to a City employee, has directly or indirectly any financial interest in or has sought any financial gain from this RFP or the awarded contract, proposer shall disclose to the City's contracting officer the interest or potential gain and the relationship before contract award or as soon as the proposer could with diligence have learned of the interest or seeking of gain. The proposer's or the Contractor's failure to comply with this disclosure requirement shall constitute a default and major breach of the awarded contract by the proposer if awarded the contract.

No City employee, nor any person related within the third degree of consanguinity or second degree of affinity to a member of the City Council, shall have any financial interest in or seek any financial gain from, any contract to which City is a party and in which the related employee plays a role in selection, award, or administration.

15.0 DEBARRED PROPOSERS

The Contractor, including any of its officers or holders of a controlling interest, shall inform the City whether or not it is or has been on any debarred bidder's list maintained by the Federal Government. The Contractor shall immediately inform the City if it is included on such a list during the performance of the awarded contract.

ATTACHMENT 2

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated June 21, 2022 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and [Contractor’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to satisfactorily perform the transit operations services for the Covina Dial-A-Ride Program.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2025, unless sooner terminated as provided in Section 13 of this Agreement. The City may, upon mutual agreement, extend the contract for two (2) additional one-year terms. In no event shall this Agreement be extended beyond June 30, 2027.

2. **Compensation.**

A. Compensation. As full compensation for Contractor’s services provided under this Agreement, City shall pay Contractor a sum not to exceed [Written Amount] Dollars (\$[Numerical Amount]) (the “maximum compensation”), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Contractor, unless the City Council and the Contractor Representative authorize the additional services in writing prior to Contractor’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. **Contractor’s Services.**

A. Scope of Services. Contractor shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Contractor Representative shall be [Name], [Title] (the “Contractor Representative”). The Contractor Representative shall directly manage Contractor’s services under this Agreement. Contractor shall not change the Contractor Representative without City’s prior written consent.

C. Time for Performance. Contractor shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. The Contractor shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section. This Agreement may call for services that, in whole or in part, constitute “public works,” as defined in the California Labor Code. Therefore, as to those services that may be “public works”, Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C**.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

H. Best Management Practices. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Park VIII.A.3 (Municipal Employee and Contractor Training) and Park VIII.H.3.d (which also requires compliance with Part VIII.H.3.a and b) of the Municipal NPDES Permit No. CAS004004. Consultant’s staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The Consultant shall annually certify they have received all applicable training to implement the requirements in Part VIII.A.3 and Part VIII.H.3.d of the Municipal

NPDES Permit No. CAS004004 and shall provide documentation to the City to that effect on an annual basis.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this agreement available during Contractor's regular working hours to City for review and audit by City.

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

6. Independent Contractor.

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the performance of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

7. **Confidentiality.** All data, documents, discussion, or other information (collectively “data”) developed or received by Contractor or provided for performance of this Agreement are deemed confidential. Contractor shall keep all data confidential and shall not disclose any data to any person or entity without City’s prior written consent. City shall grant such consent if disclosure is legally required. Contractor shall return all data to City upon the expiration or termination of this Agreement. Contractor’s covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. **Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor’s services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative’s prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 8 into any subcontract that Contractor executes in connection with the performance of this Agreement.

9. **Indemnification.**

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers’ compensation law regarding Contractor and Contractor’s employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers’ compensation laws. City may offset against the amount

of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts Not Limiting. Contractor's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

10. **Insurance.**

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing services under this Agreement, workers' compensation policy is not required, but Contractor shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements

are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

11. **Mutual Cooperation.**

A. City's Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

12. **Records and Inspections.** Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. Contractor shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. **Termination or Suspension of Agreement.**

A. Right to Terminate or Suspend for Cause. If Contractor violates any of the provisions of this Agreement or fails to properly provide the services required by this Agreement to the satisfaction of the City, the City shall provide to the Contractor a written Notice to Cure the specific deficiencies and shall allow a reasonable cure period of sixty (60) calendar days (unless another cure period is otherwise agreed to in writing by both parties) to cure and correct these deficiencies to the City's satisfaction. In the event Contractor fails to correct the deficiencies in the allotted cure period, the City shall have the right to terminate this Agreement with thirty (30) calendar days' written notice to the Contractor. The effective date of the termination of the Agreement pursuant to this subsection A shall be the 31st day after the date of the written notice of termination.

B. Right to Terminate or Suspend due to Modernization. If the City chooses to modernize an elevator control system, this Agreement may be canceled with thirty (30) calendar days' written notice.

C. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's

termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

14. **Force Majeure.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

15. **Notices.** Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Contractor's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
City of Covina - Department of Public Works
Attn: Raphael Guillen
Public Works Manager
125 E. College Street
Covina, California 91723

If to Contractor:

16. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. **Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation

of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. **No Third-Party Beneficiaries Intended.** Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. **Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. **Exhibits.** Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. **Entire Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

22. **Amendment of Agreement.** This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. **Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

24. **Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

25. **Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

26. **Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that

arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

27. **Attorneys' Fees.** In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

28. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

29. **Authority to Execute Agreement.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,

a California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: Georgianna Nicole Alvarez

Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____

Name: Candice K. Lee

Title: City Attorney

Contractor:

[Contractor's Legal Name],

a [Legal Form of Entity]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

EXHIBIT A
APPROVED FEE SCHEDULE

EXHIBIT B
SCOPE OF SERVICES

ATTACHMENT 3

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (primary proposer), certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding the application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

If the Primary Participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et seq. ARE APPLICABLE THERETO.

The undersigned chief legal counsel for the _____
Signature and Title of Authorized Official

hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

ATTACHMENT 4

CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND THEIR INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower-tier Participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding the application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

If the Lower-tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE LOWER-TIER PARTICIPANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et seq. ARE APPLICABLE THERETO.

The undersigned chief legal counsel for the _____
Signature and Title of Authorized Official

hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

ATTACHMENT 5

CERTIFICATION OF RESTRICTION ON LOBBYING

The undersigned certifies, to the best of his/her knowledge and belief, that,

1. No federally appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than the federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (Standard Form LLL can be downloaded from: www.eca.state.gov/files/bureau/sfill.pdf)
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2022

Company Name: _____

By (signature of company official here)

Name and title of company official

ATTACHMENT 6

BUY AMERICA CERTIFICATE

The proposer hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature

Company Name

Title

Or

Certificate of Non-Compliance with Section 165(a)

The proposer hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or 165(b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7

Date: _____

Signature

Company Name

Title

ATTACHMENT 7

PROTEST PROCEDURES

Under certain circumstances, an interested party to a procurement may protest to the City the award of a contract that may or may not involve the direct application of funds from the FTA. The mere fact that the City is a recipient of FTA funds should not be construed as evidence of FTA's involvement in a particular procurement.

These procedures are intended to ensure that valid complaints are properly handled and responded to. Spurious proposal protests may be subject to civil proceedings for the recovery of compensatory and/or punitive damages.

All protests must be in writing, stating the name and address of protestor, a contact person, and RFP title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

Address

All protests must be addressed as follows:

For U.S. Mail, special delivery, or hand delivery:

Raphael Guillen
Public Works Manager
Department of Public Works
City of Covina
125 E. College Street
Covina, CA 91723

Protests not properly addressed to the address shown above may not be considered by the City.

Copies of the City's protest procedures may be requested from the contact person identified above. The protest provisions of FTA Circular 4220.1F or its successor may be downloaded at http://www.fta.dot.gov/legislation_law/12349_8641.html. Proposals shall be opened and a Notice of Award shall be issued by the City in accordance with the City's protest procedures and the protest provisions of FTA Circular 4220.1F, or its successor.

Pre-Proposal Protests

Pre-proposal protests are protests based upon the content of this RFP. Seven copies of pre-proposal protests must be received by the City no later than ten (10) calendar days after this RFP is first advertised. Protests shall be considered and either denied or sustained, in part or in whole, in writing, in a manner that provides verification of receipt, prior to the due date for proposals. A written decision specifying the grounds for sustaining all, or part of, or denying the protest shall be transmitted to the protestor prior to the due date for proposals in a manner that provides verification of receipt prior to the due date for proposals. If the protest is sustained, the proposal due date may be postponed and an addendum issued to the solicitation documents or, in the City's sole discretion, the solicitation may be canceled. If the protest is denied, proposals shall be received and opened on the scheduled date for receipt of proposals, unless a protest is filed with FTA (see

“FTA Review” below).

Protests on the Recommended Award

All proposers shall be notified of the recommended award(s). This notice shall be transmitted to each proposer at the address contained in its proposal in a manner that provides verification of receipt. Any proposer whose proposal has not lapsed may protest the recommended award on any ground not specified in “Pre-Proposal Protests” above. Seven (7) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the City at the appropriate address in “Address” above no later than fifteen (15) calendar days after the date such notification is received. Prior to the issuing of the Notice of Award, a written decision from the City stating the grounds for allowing or denying the protest shall be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

FTA Review

After such administrative remedies have been exhausted, an interested party may file a protest with the FTA, or its designee, pursuant to the procedures provided in FTA Circular 4220.1F, or its successor. The FTA’s review is limited to the City’s alleged (a) failure to have written protest procedures, follow those procedures, or review a protest, or (b) violation of a federal law or regulation.

ATTACHMENT 8

NATIONAL TRANSIT DATABASE (NTD) REPORTING REQUIREMENTS

For detailed NTD reporting requirements, please refer to the FTA's NTD homepage at www.transit.dot.gov/ntd.

ATTACHMENT 9

FEDERAL DRUG AND ALCOHOL TESTING REGULATIONS CONTRACTOR COMPLIANCE GUIDELINES

The contractor shall conduct an ongoing drug and alcohol testing program that meets the requirements of all applicable federal statutes.

The FTA standards can be found in the Legislation and Regulations section of the FTA Drug & Alcohol program webpage at:

www.transit.dot.gov/drug-alcohol-program

ATTACHMENT 10

FLEET ROSTER

| Vehicle # | Year | Make | Model | Mileage as of February 2022 |
|------------------|-------------|-------------|--------------------------|------------------------------------|
| C608 | 2017 | Ford | E-350 | 46,154 |
| C609 | 2018 | Ford | T-350 | 46,539 |
| C610 | 2018 | Glaval | E-450 | 28,544 |
| C611 | 2019 | Ford | Transit 350 LWB Wagon | 44,463 |
| C612 | 2019 | Ford | Transit 350 LWB Wagon | 34,211 |

ATTACHMENT 11

RIDER'S GUIDE AND SERVICE INFORMATION

An updated Covina Transit Rider's Guide can be found online at the City of Covina's website at:
www.covinaca.gov/publicworks/page/dial-ride.

ATTACHMENT 12

OPERATIONS CONTRACT RFP COST PROPOSAL REQUIRED FORMAT

| Covina Transit - Cost Proposal | | | | | |
|--|------------|------------|------------|--------------------|--------------------|
| | YEAR 1 | YEAR 2 | YEAR 3 | OPTIONAL YEAR 1 | OPTIONAL YEAR 2 |
| | FY 2022/23 | FY 2023/24 | FY 2024/25 | FY 2025/26 | FY 2026/27 |
| Cost per Vehicle Service Hour | | | | | |
| Multiply by Estimated Vehicle Service Hours (Up To) | 7,800 | 7,800 | 7,800 | 7,800 | 7,800 |
| TOTAL COST | | | | | |